

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT  
OF PENNSYLVANIA**

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**ADVANTA BANK CORP. AS  
ASSIGNEE OF PREFERRED  
CAPITAL CORPORATION  
Plaintiff**

**vs.**

**R.R. BLIMLINE, AND  
RAYMOND BLIMLINE  
Defendant**

**CIVIL ACTION NO. 02cv 4054**

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**ANSWER OF R.R. BLIMLINE OF PLAINTIFF'S CERTIFICATION IN  
SUPPORT OF ITS MOTION FOR DEFAULT AGAINST DEFENDANTS**

1. Admitted.
2. Admitted.
3. Admitted.
4. Denied. The terms of the Settlement Motion were never signed or finally agreed upon by defendants.
5. Denied. Defendant is unaware of when the order dismissing the action was forwarded to Defendant.
6. Admitted.
7. Admitted.
8. Admitted.
9. Admitted.
10. Admitted in part. Denied. In part. It is admitted that under the settlement which was still under negotiation, Advanta agreed to a reduction from

\$56,000.00 down to \$40,000.00. However, Advanta actually received a total amount of \$36,000.00. Therefore, should Advanta be seeking any sort of modification of this Judgment it has to take into account the amount they actually received rather than the settlement amount because there was some compromise figure built into that.

11. Denied. It is denied that as to exactly when relative stipulations were sent to Defendant.
12. Denied. After reasonable investigation Defendant is without knowledge as to the truth and averment contained in paragraph 12 and is therefore denied.
13. Denied. The Defendant is unaware of exactly when the letters were forward to them with regard to the settlement.
14. Denied. It is denied that the Defendants had defaulted under any such settlement agreement. The settlement agreement was not signed and in fact the Defendants are still attempting to finalize the Settlement Agreement with Plaintiff and has had continued discussions with Plaintiffs in this regard.
15. Denied. This is one of the major problems with the settlement agreement as proposed. There is no way the Defendant should be liable for the full \$80,000.00 since at the very minimum \$36,000.00 as already been applied to this amount. The \$16,000.00 application figure was only if the settlement was reachable which to date that the parties have been unable to finalize.
16. Denied. The remaining balance is much less that averred by Plaintiff. Should Plaintiff be now attempting to recover the full amount they need to deduct the full amount of recovery for the rented equipment making the actual amount due and owing much less than is being averred by Plaintiff.
17. Denied. It is denied that any attorney's fees are warranted in this matter.
18. Denied. The amount set forth by Plaintiff is fully out of proportion with the amount actually owed. Should a settlement not be reached in this amount there is no way Defendant has any requirement at all to forward a mortgage for that amount.

WHEREFORE, for all of the above reasons, Defendants Blimline requests that this Court deny this Motion or in the alternative set this Motion for a hearing so that all the facts attempted to be brought to light by opposing attorney after this case has been dismissed should be brought forward.

**AFFIRMATIVE DEFENSES**

This case has been dismissed with prejudice therefore, the Court has no further jurisdiction within this matter and any action to enforce settlement must be brought by new action by Plaintiff under whatever alleged contract they feels exists.

WHEREFORE, Defendant requests that this Motion be denied with prejudice for the reasons set forth herein or in the alternative that a hearing be set so the Defendant can further outline its defenses to entry of judgment.

Respectfully Submitted:

LAU & ASSOCIATES P.C.

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Shawn J. Lau  
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610-370-2000  
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CIVIL ACTION NO. 02cv 4054

**ORDER**

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_ 2003, it is hereby;

ORDERED that the Motion is DENIED.

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J.

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**CERTIFICATE OF SERVICE**

I Shawn J. Lau of Lau & Associates P.C. do hereby certify that I served a true and correct copy of Answer of R.R. Blimline of Plaintiff's Certification in Support of its Motion for Default against defendants via first class mail, postage prepaid upon the following party on this 9<sup>th</sup> day of July 2003.

Ivy M. Kempf, Esquire  
1420 Walnut Street  
Suite 810  
Philadelphia PA 19102

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Shawn J. Lau